

Judge Marsha J. Pechman

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

v.

MICHAEL ALAN CASSINI,
a/k/a Jeffrey Michael Leavitt

Defendant.

Case No. CR05-166MJP

STIPULATED SETTLEMENT
AGREEMENT TO AMEND PRELIMINARY
ORDER OF FORFEITURE TO RECOGNIZE
CLAIM OF KEYBANK, USA, N.A. TO THE
2003 COBALT 293 BOAT, VIN #1142980,
HIN #FGE29010J203

IT IS HEREBY STIPULATED by and between Plaintiff, United States of America, and claimant, KeyBank USA, N.A. ("KeyBank"), by and through their undersigned counsel of record, to settle according to the following terms:

1. The defendant's interest in the following asset was forfeited to the United States of America pursuant to the Preliminary Order of Forfeiture entered on July 28, 2005:

A. a 2003 Cobalt 293 boat, VIN #1142980, and HIN #FGE29010J203;

2. On or about September 14, 2005, KeyBank filed a Claim and Petition of Lienholder for Ancillary Hearing regarding the above named vessel. The United States agrees to recognize the petition of KeyBank, as having a valid security interest in the vessel, and to release the vessel, including Twin 2003 Volvo Engines, Serial Numbers 4012085118 and 4012085120, to KeyBank, except as specified in paragraph 3 below, in lieu of obtaining a final order of forfeiture. KeyBank is the only petitioner in the ancillary proceeding in this case claiming a secured interest in the vessel.

1 3. During the course of this prosecution the government has incurred expenses,
2 including storage costs through January 24, 2005, in the amount of \$6,208.37 for the vessel.
3 KeyBank agrees that the United States of America will be compensated for all costs incurred up
4 to the date of court approval of this stipulation; said costs to be paid by cashier's check or
5 money order made payable to U.S. Marshal's Service. Upon entry of the Order approving this
6 stipulation, the vessel and motors will be released to KeyBank at the place of storage, and
7 KeyBank will be responsible for picking up the said vessel and motors.

8 4. KeyBank agrees that this stipulated agreement shall constitute full settlement and
9 satisfaction of any and all claims by KeyBank to the said vessel, and all claims resulting from
10 the incidents or circumstances giving rise to this lawsuit as pertains to the vessel.

11 5. The parties further agree that upon entry of the Order approving this stipulation
12 and release of the vessel to KeyBank by the U.S. Marshal Service, KeyBank shall be entitled to
13 physical possession, free of any claim of the United States. In addition, the United States has no
14 objection to the State of Washington Department of Licensing, upon proper application by
15 KeyBank, issuing title in the vessel to KeyBank without further Order of the United States
16 District Court.

17 6. Petitioner KeyBank agrees to release and hold harmless the United States, the
18 United States Department of Justice, the Federal Bureau of Investigation, the United States
19 Marshal's Service, and any agents, servants, and employees of the United States acting in their
20 individual or official capacities, from any and all claims by KeyBank and its agents which
21 currently exist or which may arise as a result of the United States' forfeiture action against
22 Defendant, Michael Cassini, and the seizure and forfeiture of the vessel.

23 7. The United States is agreeing to release the vessel to KeyBank under the terms of
24 this stipulation rather than forfeit the vessel, sell it and pay off the interest of KeyBank, because
25 it is projected that there will not be sufficient equity left in the vessel, after the lien is paid, to
26 forfeit to the United States.

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JOHN McKAY
United States Attorney

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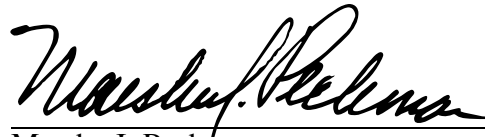
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**** Per Telephonic Authorization.**

ORDER

This Stipulated Settlement Agreement is hereby approved.

DATED this _8th day of __February_____, 2006__.


Marsha J. Pechman
U.S. District Judge

Presented by:

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